

APPEAL NO. 022438
FILED NOVEMBER 13, 2002

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on August 29, 2002. The hearing officer determined that the compensable injury of appellant (claimant) was a producing cause of the cyst removed on October 18, 2000, but not a producing cause of the cyst removed on May 4, 2001, or of right De Quervain's tenosynovitis, or of right carpal tunnel syndrome (CTS). Claimant appealed the determinations that the compensable injury was not a producing cause of the cyst removed on May 4, 2001, or of right De Quervain's tenosynovitis, or of right CTS, and that claimant did not have disability from September 13, 2001, through the date of the hearing. Respondent (carrier) responded that the Appeals Panel should affirm the hearing officer's decision and order, though appearing to concede that the hearing officer's determinations regarding disability seemed to conflict and may need reformation.

DECISION

We affirm.

The hearing officer did not err in making the determination regarding extent of injury. The site of the trauma and its immediate effects are not necessarily determinative of the nature and extent of a compensable injury and the full consequences of the original injury, together with the effects of its treatment, upon the health and body of the worker are to be considered. Western Casualty and Surety Company v. Gonzales, 518 S.W.2d 524 (Tex. 1975). Given the conflicting evidence concerning this extended injury, it then became the responsibility of the hearing officer, as the trier of fact, to resolve those conflicts. Even where, as here, different inferences could be drawn from the evidence, the Appeals Panel will not substitute its own judgment for that of the hearing officer where his decision has sufficient support in the record. See National Union Fire Insurance Company of Pittsburgh, Pennsylvania v. Soto, 819 S.W.2d 619, 620 (Tex. App.-El Paso 1991, writ denied); American Motorists Insurance Co. v. Volentine, 867 S.W.2d 170 (Tex. App.-Beaumont 1993, no writ). We conclude that the hearing officer's determination regarding extent of injury is supported by the record and is not so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986).

Claimant and carrier both assert that the hearing officer's findings regarding disability are in conflict. In its brief, carrier contends that the hearing officer meant to find that claimant did not have disability after November 5, 2000. We have reviewed the complained-of determinations, and perceive no reversible error. In the discussion portion of the decision and order, the hearing officer stated that claimant developed a ganglion cyst after the _____, injury. The hearing officer found the initial cyst to

be part of the compensable injury. The hearing officer said that claimant underwent surgery for this cyst on October 18, 2000, and that he was off work until he was returned to and went back to work full duty on November 6, 2000. The hearing officer does seem to conclude that claimant had disability from October 18, 2000, through November 5, 2000. However, that period of disability is not at issue. The claimant testified that he was taken off work again on May 3, 2001, the day before his second surgery, and that he has not worked since. The issue regarding disability is whether, "the [c]laimant [had] disability resulting from the compensable injury of _____ for the period from September 13, 2001 through the present?" At the hearing, claimant said carrier had paid temporary income benefits to claimant through September 13, 2001. The hearing officer made the following relevant determinations:

FINDINGS OF FACT

7. Due to the claimed injury Claimant was unable to obtain or retain employment at wages equivalent to his preinjury wage for the period beginning on October 18, 2000 and continuing through November 5, 2000 and for the period beginning on May 4, 2001 and continuing through the date of this hearing.
8. Claimant's inability to obtain or retain employment at wages equivalent to his preinjury wage after November 5, 2000 was not because of the compensable injury.

CONCLUSIONS OF LAW

3. Claimant did not have disability resulting from the compensable injury of _____ for the period from September 13, 2001 to the present.

It appears that the hearing officer probably would have found that claimant had disability from October 18, 2000, through November 5, 2000, if that had been an issue before him. However, it wasn't and the hearing officer is merely noting in Finding of Fact No. 7 what the claimed disability period is and noting that claimant could not work during those periods. He then finds in his other determinations that the problems claimant had after November 5, 2000, were not related to the compensable injury. So, following the hearing officer's logic, for any period of time when claimant was unable to work after November 5, 2000, claimant did not have disability. His key finding, Finding of Fact No. 8, does not conflict with Conclusion of Law No. 3, nor does it conflict with his other determinations. The hearing officer answered the issue before him and found that claimant did not have disability from September 13, 2001, to the present. We note that a claimant is not limited to compensation for an injury, if such injury, or proper or necessary treatment therefore, causes other injuries which render the employee unable to work. Maryland Cas. Co. v. Sosa, 425 S.W.2d 871, 873 (Tex. Civ. App.-San Antonio 1968, writ ref'd n.r.e. per curiam 432 S.W.2d 515). We perceive no error regarding the hearing officer's determination. The hearing officer's disability determination is

supported by the record and is not so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Cain, *supra*.

We affirm the hearing officer's decision and order.

According to information provided by carrier, the true corporate name of the insurance carrier is **THE CONNECTICUT INDEMNITY COMPANY** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY
800 BRAZOS
AUSTIN, TEXAS 78701.**

Judy L. S. Barnes
Appeals Judge

CONCUR:

Veronica Lopez
Appeals Judge

Michael B. McShane
Appeals Judge